

FILED

JAN 26 2017

Scott G. Weber, Clerk, Clark Co.

IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
FOR THE COUNTY OF CLARK

PINNACLE MARKETING GROUP, INC.,)	Case No. 16 2 01641 7
)	
Plaintiff,)	AMENDED COMPLAINT
)	
v.)	
)	
GOLIN/HARRIS INTERNATIONAL,)	
INC., CONSTITUENCY MANAGEMENT)	
GROUP, IPG MEDIA and JOHN AND)	
JANE DOES 1-4,)	
)	
Defendants.)	

Plaintiff Pinnacle Marketing Group, Inc. alleges:

I. Plaintiff is a Washington corporation with its principal place of business in Vancouver, Washington.

II. Defendant Golin/Harris International, Inc. ("Golin") is a Virginia corporation, registered to do business in the State of Washington. Defendant Constituency Management Group is a foreign corporation, not registered to do business in the State of Washington. Defendant IPG Media is a foreign entity that exercised control over Golin. Defendant John and Jane Does are individuals that aided and abetted the named Defendants.

III. Plaintiff secured a Marketing Services Contract with a third-party ("MS Contract"). Defendant Golin sought work under the MS Contract, but could not do so due to regulatory and other restrictions, including conflicts of interest.

IV. Defendant Golin and Plaintiff entered into an agreement ("PMG-Golin Contract") in which

1 Golin assisted Plaintiff with respect to certain work under the MS Contract.

2 V. Defendant Golin breached the PMG-Golin Contract, thereby causing Plaintiff to suffer
3 damages.

4 VI. Defendant Golin, together with the other Defendants, made misrepresentations, or omitted
5 to disclose material facts to Plaintiff, causing Plaintiff to suffer damages.

6 VII. Defendant Golin, together with the other Defendants, tortuously interfered with
7 Plaintiff's prospective economic advantages and Plaintiff's contractual rights in the MS Contract,
8 thereby causing Plaintiff to suffer damages.

9 VIII. There exists a controversy between Plaintiff and Defendant Golin over the terms and
10 performance of the PMG-Golin Contract. Plaintiff requests a declaration setting forth the rights and
11 obligations of Plaintiff and Golin under the PMG-Golin Contract.

12 * * * *

13 WHEREFORE, Plaintiff requests entry of judgment in its favor against Defendants, and each of
14 them, in a sum to be proven at trial, and a declaration in Plaintiff's favor against Golin, together with
15 its costs and disbursements incurred herein.

16 DATED this 26th day of January, 2017.

17 ELLIOTT, OSTRANDER & PRESTON, P.C.

18
19 By 
20 John D. Ostrander, WSB No. 19645
Of Attorneys for Plaintiff